



Condor Environmental, Inc.

PO Box 462 • Greer, SC 29652

864-469-9715

August 13, 2020

VIA ELECTRONIC FILING

Jocelyn Boyd, Chief Clerk / Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, SC 2921

**Re: Condor Environmental, Inc.
Application for Expansion of Existing Sewer Service Area and Approval of Agreements**

Dear Ms. Boyd:

Enclosed for filing please find the Application of Condor Environmental, Inc. in the above referenced matter. We are providing a copy of the application to the Office of Regulatory Staff by copy of this letter.

If you have any questions, please have someone on your staff contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. Trammel', is written over a horizontal line.

Daniel Trammel
Attorney for Condor Environmental

Enclosures

STATE OF SOUTH CAROLINA)

(Caption of Case))

Application of Condor Environmental, Inc.
 Requesting An Expansion Of Its Existing Sewer
 Service Area To Include Certain Portions of
 Anderson County and Saluda County and Approval
 of Agreements)

BEFORE THE
 PUBLIC SERVICE COMMISSION
 OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: _____ - _____ - _____

(Please type or print)

Submitted by: Daniel Trammel

SC Bar Number: 74252

Address: PO Box 462

Telephone: 864-469-9715

Greer, SC 29652

Fax: 864-469-9715

Other: _____

Email: recycleh2o@condorenvironmental.org

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition☐ Request for item to be placed on Commission's Agenda expeditiously☐ Other: _____

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input checked="" type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2020-____-S

IN RE:)	
Application Of Condor Environmental,)	
Inc Requesting An Expansion Of Its)	APPLICATION
Existing Sewer Service Area To Include)	
Certain Portions of Pickens County)	
and Saluda County and)	
<u>Approval of Agreements</u>)	

Condor Environmental, Inc. (“Applicant” or “Company”), pursuant to S.C. Code Ann. § 58-5-210 (1976) and 26 S.C. Code Ann. Regs. 103-501 (1976), 103-504, and 103-541 (Supp. 2014) hereby applies for an expansion of its authorized sewerage service area to include certain portions of Anderson County, South Carolina, and Saluda County, South Carolina and approval of the following Agreements:

- (a) Gravity Sewer Agreement by and among Joe Francis, Carriage Place Homeowner’s Association, Inc., Condor Environmental, Inc., and Easley Combined Utilities; and
- (b) Onsite Wastewater System Agreement by and among American Land Holdings, LLC, Palmetto Pointe Community Association, Inc., and Condor Environmental, Inc.

In support of this Application, Applicant would respectfully show as follows:

1. Applicant is a corporation organized and existing under the laws of the State of South Carolina. The Company was created in 1994 by Samuel D. Weaver, a licensed wastewater operator, who continues to be the sole owner of the Company.

2. Applicant is a public utility, as defined by S.C. Code Ann. § 58-5-10(4), currently authorized to operate wastewater systems under the jurisdiction of the Public Service Commission of South Carolina (the "Commission") in Greenville County, Spartanburg County, and Anderson County. Applicant's corporate charter is presently on file with the Commission, and an appropriate bond has been posted. A schedule of rates and charges for Applicant's sewer service has previously been approved by the Commission in Docket No. 2000-71-S, Order No. 2000-651, dated August 10, 2000, Docket No. 2010-262-WS, Commission Order No. 2011-364, dated May 24, 2011, 2012-101-S, Commission Order No. 2012-659, dated September 26, 2012, Docket No. 2012-315-S, Commission Order No. 2012-824, dated November 1, 2012, and Docket No. 2015-24-S, Commission Order No. 2016-74, dated February 4, 2016.

CARRIAGE HILL SUBDIVISION

3. The sewer service area for which expansion is sought (the "Proposed Carriage Hill Service Area") is located in Anderson County, South Carolina¹, includes a proposed estimated thirty (30) homes and is controlled by the Carriage Hill Homeowner's Association, Inc. ("Carriage Hill HOA"). It is the desire of the Carriage Hill HOA that Applicant operates, maintains, and owns the sewerage collection system needed to collect sewage from the homes at the Carriage Hill Subdivision. Sewerage collected by the Applicant will be transferred to Easley Combined Utilities for treatment and disposal. The Applicant and Carriage Hill HOA have

¹ The Agreement attached as Exhibit A erroneously identifies the location as Pickens County.

entered into an Agreement dated June 7, 2018, a copy of which is attached hereto and incorporated herein by reference as Exhibit A².

4. DHEC required that the ownership and maintenance responsibility for the gravity sewer be in the name of a utility.

5. Applicant agreed to assume ownership and maintenance responsibility for the gravity sewer to be located in the Proposed Carriage Hill Service area. Joe Francis will convey to Applicant those certain sanitary sewer lines, manholes, valves, adjuncts and appurtenances (excluding the pump station and force main) installed and located in the Proposed Carriage Hill Service Area.

6. The Proposed Carriage Hill Service Area is not presently served by any public utility providing sewer service subject to the jurisdiction of this Commission. Moreover, no governmental entity has sewer service facilities in the Proposed Carriage Hill Service Area.

7. Attached hereto and incorporated herein by this reference as Exhibit B is the Plat of the Proposed Service Area.

8. Attached hereto and incorporated herein by this reference as Exhibit C is the technical specifications for the pump station and sewer lines for the Proposed Service Area certified to be in accordance with good engineering practices by Rodney E. Gray, a professional engineer registered in South Carolina.

9. Attached hereto and incorporated herein by this reference as Exhibit D is the Construction Permit from DHEC approving the engineering plans and specifications.

² The initial proposed name for the subdivision was Carriage Place, as indicated in the Agreement. At some point, the name was changed to Carriage Hill. These are one and the same.

10. Attached hereto and incorporated herein by this reference as Exhibit E is the statement by Rodney E. Gray, a professional engineer registered in South Carolina, certifying the sewer lines were built and installed according to approved plans and specifications.

11. Attached hereto and incorporated herein by this reference as Exhibit F is DHEC's approval to place the pump station and sewer lines for the Proposed Service Area in to operation.

PALMETTO POINTE SUBDIVISION

12. The sewer service area for which expansion is sought (the "Proposed Palmetto Pointe Service Area") is located in Saluda County, South Carolina and includes a proposed estimated forty-eight (48) homes and is controlled by the Palmetto Pointe Community Association, Inc. ("Palmetto Pointe HOA"). It is the desire of the Palmetto Pointe HOA that Applicant operates, maintains, and owns the sewerage collection system needed to collect sewage from the homes at the Palmetto Pointe Subdivision. The Applicant, American Land Holdings, LLC, and Palmetto Pointe Community Association, Inc. have entered into an Agreement dated June 2020, a copy of which is attached hereto and incorporated herein by reference as Exhibit G.

13. DHEC required that the ownership and maintenance of the onsite wastewater system be in the name of a utility.

14. Applicant agreed to assume ownership and maintenance responsibility of the onsite wastewater system to be located in the Proposed Palmetto Pointe Service area. American Land Holdings, LLC will convey to Applicant the onsite wastewater system via a Quit Claim Deed with the necessary easements and rights-of-way required to serve the Proposed Palmetto Pointe Service Area.

15. The Proposed Palmetto Pointe Service Area is not presently served by any public utility providing sewer service subject to the jurisdiction of this Commission. Moreover, no governmental entity has sewer service facilities in the Proposed Palmetto Pointe Service Area.

16. Attached hereto and incorporated herein by this reference as Exhibit H is the Plat of the Proposed Palmetto Pointe Service Area.

17. Attached hereto and incorporated herein by this reference as Exhibit I are the technical specifications for the onsite wastewater system for the Proposed Palmetto Pointe Service Area certified to be in accordance with good engineering practices by William Dennis, a professional engineer registered in South Carolina.

18. Attached hereto and incorporated herein by this reference as Exhibit J is the Construction Permit from DHEC approving the engineering plans and specifications.

19. Construction of the system is not complete. Upon completion, it is expected that William Dennis, a professional engineer registered in South Carolina, will provide a letter certifying the onsite wastewater system was built and installed according to approved plans and specifications. Upon issuance, a copy will be forwarded to the Commission and the Office of Regulatory Staff.

20. Construction of the system is not complete. Upon completion, it is expected that DHEC will approve placing the onsite wastewater system for the Proposed Service Area into operation. Upon issuance, a copy will be forwarded to the Commission and the Office of Regulatory Staff.

21. Attached hereto and incorporated herein by this reference as Exhibit K is the Applicant's Financial Statement, showing proposed plant investment by categories.

22. Attached hereto and incorporated herein by this reference as Exhibit L is the Applicant's Depreciation Schedule.

23. Attached hereto and incorporated herein by this reference as Exhibit M is the Applicant's Proforma Income and Expense Statement.

24. Attached hereto and incorporated herein by this reference as Exhibit N is the Customer's current Bill Form.

WHEREFORE, having fully set forth its Application, Applicant respectfully requests that the Commission:

1. Grant the Applicant's request for expansion of its sewerage service area to include the Proposed Service Areas as identified above pursuant to the terms, conditions, rates and charges set forth in the specific Agreements as referenced. A summary of the rates and charges is provided in Exhibit O;

2. Grant Applicant the approval to implement any future increases from the sewer treatment provider for the Carriage Hill subdivision without a full-fledged rate case. The purpose of this pass-through fee as described in Exhibit O as the "monthly wastewater treatment fee" or the "WW fee" is for the fee charged to the Applicant by the treatment and disposal entity, Easley Combined Utilities. Allowing the Applicant to recover any increases implemented by Easley Combined Utilities will allow for a simple procedure to be used for increasing the rate for sewer treatment and disposal service to the Applicant's customer in the identical amount of any increase in the wholesale rate charged to the Applicant by Easley Combined Utilities; and

3. If no intervention is filed, hearing on the within matters be waived and that Applicant be granted such other and further relief as the Commission may deem just and proper.

A handwritten signature in black ink, appearing to read 'D. Trammel', written over a horizontal line.

Daniel Trammel
P.O. Box 462
Greer, SC 29652
(864)469-9715
Attorney for Applicant

Greenville County, South Carolina

This 13 day of August, 2020

EXHIBIT A

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

GRAVITY SEWER AGREEMENT

THIS GRAVITY AGREEMENT is made and entered into on this 7th day of June, 2018 by and among JOE FRANCIS (the "Developer"); CARRIAGE PLACE HOMEOWNER'S ASSOCIATION, INC., a non-profit South Carolina Corporation (the "Association"); CONDOR ENVIRONMENTAL, INC., a South Carolina Corporation ("Condor"); and EASLEY COMBINED UTILITIES, a South Carolina municipal utility company ("ECU").

WITNESSETH:

WHEREAS, the Developer is currently developing a residential subdivision in Pickens County, South Carolina (the "Subdivision"); and

WHEREAS, the Developer owns the property and the Association will become the governing association for the Subdivision; and

WHEREAS, Phase I of the development plan for the Subdivision provides for a total of 30 homes which will be served by the Gravity Sewer as hereinafter defined; and

WHEREAS, wastewater treatment will be provided by ECU upon approval of the sewer lines and receipt of a Certificate of Occupancy for each home; and

WHEREAS, the South Carolina Department of Health and Environmental Control ("DHEC") is requiring that the ownership and maintenance responsibility for the Gravity Sewer be in the name of a public or private utility; and

WHEREAS, Condor has agreed to assume the ownership and maintenance responsibility for the Gravity Sewer to be located on the property;

NOW, THEREFORE, for and in consideration of the foregoing promises, and of the mutual covenants of the parties herein set forth, the parties hereto hereby agree as follows:

1. COMPLETION AND CONVEYANCE OF GRAVITY SEWER. The Developer agrees to complete the construction of the Gravity Sewer in accordance with the plans and specifications approved by ECU, Condor and DHEC, which consent will not be unreasonably withheld. The Developer agrees that, at such time as the actions described in the foregoing sentence shall have been completed, the Developer shall transfer and convey the Gravity Sewer, including a set of as-built plans, hardcopy and in electronic format, to Condor along with all necessary and appropriate easements. At the time of said transfer and conveyance, the Developer or the Association shall also assign to Condor all warranties which shall have been made to the Developer by the Contractor and the Engineer in regard to the Gravity Sewer and the Developer

agrees to indemnify and defend Condor from any defects in the Gravity Sewer and any associated costs for the warranty period and as may be required by law.

During construction and prior to the transfer and conveyance of the Gravity Sewer, the Developer agrees that Condor will conduct such inspections of the Gravity Sewer as Condor shall deem reasonably necessary and appropriate and the Developer agrees to pay Condor's reasonable fees and costs of such inspections, not to exceed \$10,000. The Developer also agrees to pay Condor's reasonable attorney fees associated with this Agreement and transfer of the Gravity Sewer to Condor, not to exceed \$3,000.

Condor will inspect each sewer tap from the right-of-way to the housing structure on each lot. The inspection will occur prior to the tap coming online. The fee for each inspection is \$300 per tap. If any tap is deemed to be unsatisfactory by Condor, Condor will explain to The Developer the reason for the failed inspection and what corrective measures need to be taken. Approval will not be unreasonably withheld. After corrective measures are taken, Condor will re-inspect the sewer tap at a rate of \$125 per tap.

The Developer will pay ECU a Capacity Fee of \$2450 per lot in the development. This fee, as determined by ECU, shall be paid upon issuance of a construction permit by SCDHEC for sewer infrastructure in that phase of the development.

2. OPERATION AND MAINTENANCE OF GRAVITY SEWER. Condor agrees to accept the transfer and conveyance to it by the Developer of the Gravity Sewer and thereafter to operate, repair, maintain and replace the same in accordance with the terms and provisions of this Agreement.

Condor shall operate and maintain the Gravity Sewer so that all houses served by the sewer shall receive adequate sanitary sewer service. The repair, maintenance and replacement of the Gravity Sewer, after the warranty period, shall be the responsibility of Condor.

Condor shall operate and maintain the Gravity Sewer so that the same will at all times comply with and fulfill all governmental laws, rules and regulations that shall be applicable. Without limiting the generality of the forgoing, Condor shall operate and maintain the Gravity Sewer in accordance with all rules and regulations which shall be promulgated at any time, and from time to time, by DHEC and ECU for privately-owned and maintained sanitary sewer utility.

3. PAYMENT BY THE DEVELOPER AND THE ASSOCIATION. The Developer and, after transfer of responsibilities, the Association, hereby agree that, in consideration for the performance by Condor of its duties and obligations under this Agreement, the Developer or the Association shall pay to Condor the amount of Forty Dollars (\$40.00) (the "Monthly Fee") per month per home which payment begins for each home upon receipt of a Certificate of Occupancy by the respective homeowner or the builder. The Monthly Fee is comprised of two parts. Twenty-five Dollars and .02 cents (\$25.02) represents the current monthly wastewater treatment fee (the "WW fee") charged by ECU and must be paid in its entirety regardless of the date during the month the Certificate of Occupancy is issued. This WW fee will be collected by Condor from the Developer or the Association and paid by Condor to ECU without markup.

Fourteen Dollars and .98 cents (\$14.98) of the Monthly Fee is Condor's operation and maintenance fee ("Condor fee") and shall be prorated during the first month based upon the date the Certificate of Occupancy is issued.

The Association shall pay the cumulative Monthly Fees to Condor on or before the tenth day of each calendar month by means of a check made payable to Condor and mailed or otherwise delivered to the address herein below provided. In the event that the Developer or the Association shall at any time fail to pay to Condor the cumulative Monthly Fee within twenty-five (25) days of the due date, Condor shall assess a delinquency charge of one and one-half percent (1.5%) of the overdue amount.

Upon no less than ninety (90) days prior notice to the Developer or the Association, Condor shall have the right to increase the amount of the Condor fee at any time, in order to compensate Condor for any reasonable increase in the cost and expense to Condor of performing its responsibilities under this Agreement, provided that such increase shall be approved by the South Carolina Public Service Commission and further provided that the increase in the said Condor Fee shall not increase by more than ten (10%) percent in any twelve month period, and the total Monthly Fee shall not be increased by more than ten (10%) percent in any twelve month period.

Notwithstanding the foregoing, Condor shall not increase the amount of the Monthly Fee because of any fine or penalty assessed by any regulatory agency to Condor for any act or omission by Condor for repairs or replacements to the Gravity Sewer that are the result of the negligent or intentional acts or omissions of Condor.

Additionally, Condor may increase the WW fee, without markup, and the Monthly Fee by that corresponding amount, whenever such fee is raised by ECU.

5. NOTICES. Any notices which may be permitted or required under the terms and provisions of this Agreement shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time same are received by the parties to whom such notices are sent. Such notices shall be deemed received upon hand delivery or by Federal Express or equivalent courier and evidenced by a notation on the records of that courier that such notices were delivered to the parties at the following addresses or at such other address as a party shall notify the other parties in writing:

- (a) Condor Environmental, Inc.
211 Randall Street
Greer, SC 29651
- (b) Basley Combined Utilities
PO Box 619
Basley, SC 29641
- (c) Joe Francis

(d) Carriage Place Homeowner's Association, Inc.

6. TERM. The term of this Agreement shall commence on the date on which this Agreement shall be executed by all parties hereto and shall continue in full force and effect until such time, if any, as Condor shall have transferred and conveyed the Gravity Sewer to a governmental subdivision of the State of South Carolina which shall have all power and authority necessary to operate and maintain the Gravity Sewer and shall have agreed with Condor to do so.

7. APPLICATION OF LAWS. This Agreement is governed by the laws of South Carolina.

8. AMENDMENTS. This Agreement and any provision herein contained may be modified or amended only by the express written consent of all of the parties hereto or their successors or assigns.

9. ASSIGNMENT. This Agreement and the obligations of Condor may not be assigned to any other party without the express written consent of the Developer, or the Association after transfer of responsibilities, and ECU, which consent will not be unreasonably withheld.

10. WAIVER OF DEFAULT. No waiver of any default by any party hereto will be implied from the failure by any other party to take action with respect to such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any subsequent similar act or request by any party hereto will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights or remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any party hereto might otherwise have by virtue of a default under this Agreement. The exercise of any right or remedy by any party hereto will not impair such party's standing to exercise any other right or remedy.

11. SEVERABILITY. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect to which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

12. CAPTIONS. The captions of the sections of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

13. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

14. ENTIRE AGREEMENT. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter, and may be amended only by a writing signed by the parties hereto.

[REST OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto each of who being duly authorized have set their hands and seals on the day and year first above written.

Joe Francis

[Signature]
Witness

By: [Signature]

[Signature]
Witness

Title: MEMBER

Dated: 6/7/18

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within-named Joe Francis sign the within Gravity Sewer Agreement and the said Company, by said officer, seal said Agreement, and as its act and deed, deliver the same, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

[Signature] (SEAL)
Witness

SWORN to me this 7th day of
June, 2018.

[Signature]
Notary Public for South Carolina
My Commission Expires: _____

SELESTE FINGER
Notary Public, State of South Carolina
My Commission Expires 4/11/2027

IN WITNESS WHEREOF, the parties hereto each of who being duly authorized have set their hands and seals on the day and year first above written.

Carriage Place Homeowners Association, Inc.

[Signature]
Witness

By: [Signature]

[Signature]
Witness

Title: MEMBER

Dated: 8/13/20

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within-named Carriage Place Homeowner's Association, Inc., by _____, its _____, sign the within Gravity Sewer Agreement and the said Company, by said officer, seal said Agreement, and as its act and deed, deliver the same, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

[Signature] (SEAL)
Witness

SWORN to me this 13 day of
August, ~~2018~~ 2020

[Signature]
Notary Public for South Carolina
My Commission Expires: 1-5-2027



IN WITNESS WHEREOF, the parties hereto each of who being duly authorized have set their hands and seals on the day and year first above written.

[Signature]
Witness

[Signature]
Witness

Condor Environmental, Inc.

By: Brad Weaver

Title: Vice President

Dated: 6/18/18

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within-named Condor Environmental, Inc., by Brad Weaver, its Vice President, sign the within Gravity Sewer Agreement and the said Company, by said officer, seal said Agreement, and as its act and deed, deliver the same, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

[Signature] (SEAL)
Witness

SWORN to me this 18 day of
JUNE, 2018.

[Signature]

Notary Public for South Carolina
My Commission Expires: 1-5-2027



IN WITNESS WHEREOF, the parties hereto each of who being duly authorized have set their hands and seals on the day and year first above written.

Easley Combined Utilities

[Signature]
Witness

By: [Signature]

[Signature]
Witness

Title: General Manager

Dated: June 28, 2018

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within-named Easley Combined Utilities, by Jed D. Ledbetter, its General Manager sign the within Gravity Sewer Agreement and the said Company, by said officer, seal said Agreement, and as its act and deed, deliver the same, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

[Signature] (SEAL)
Witness

SWORN to me this 28 day of June, 2018.

[Signature]
Notary Public for South Carolina
My Commission Expires: 2/10/19

EXHIBIT B

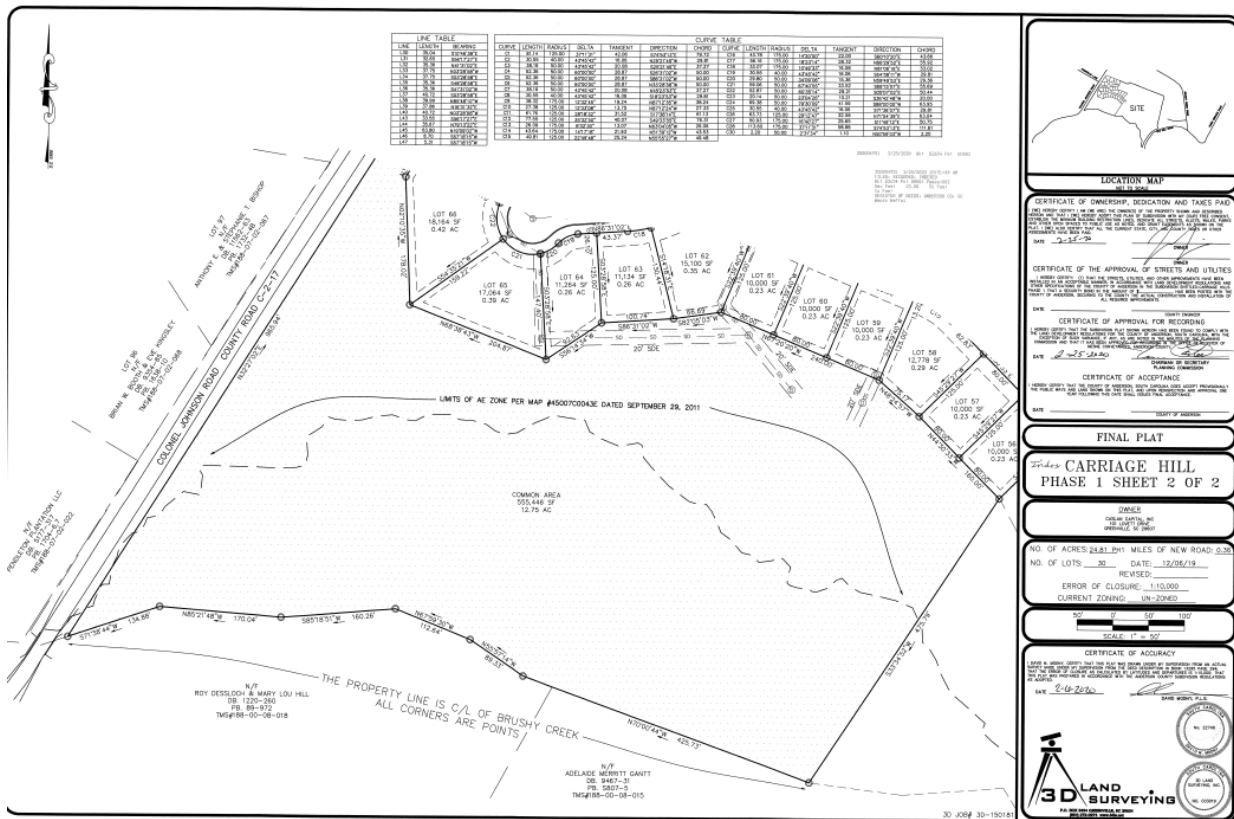
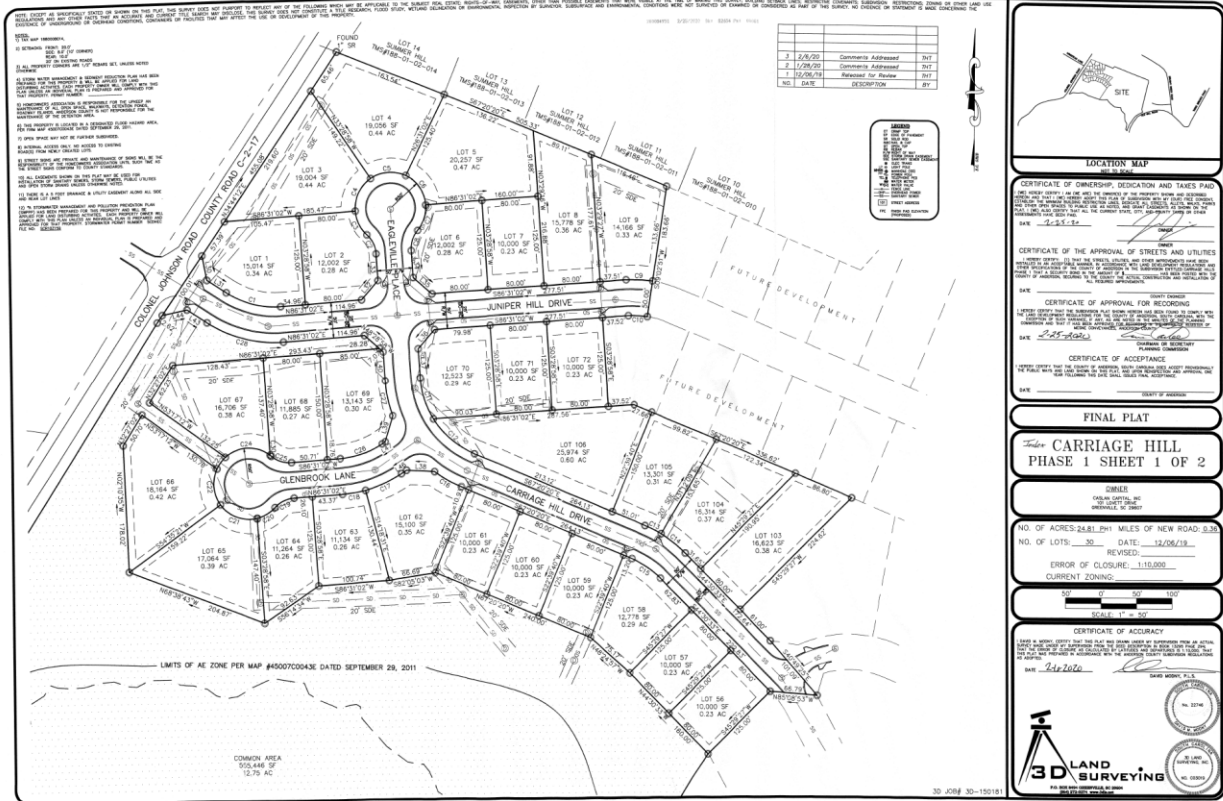
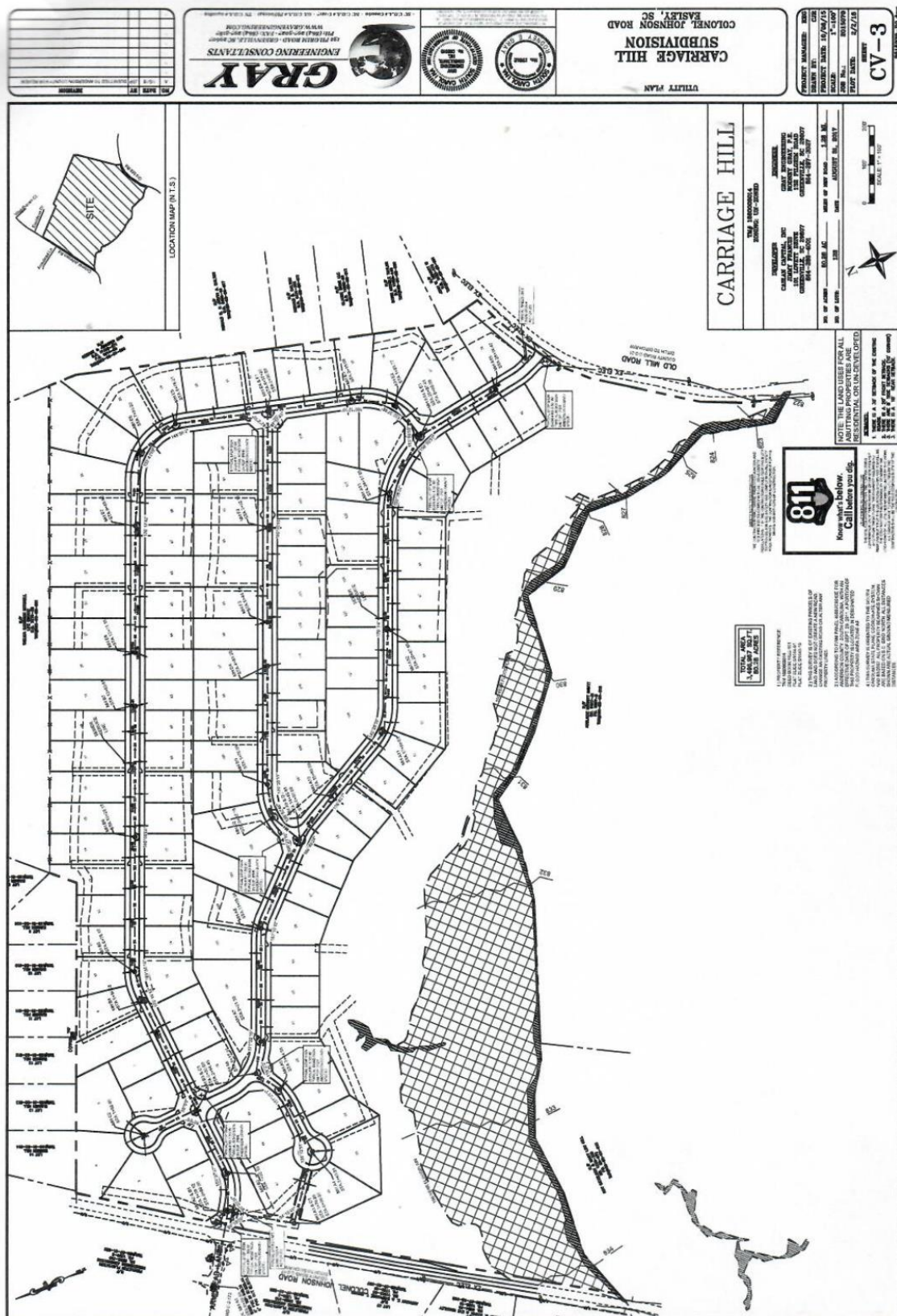
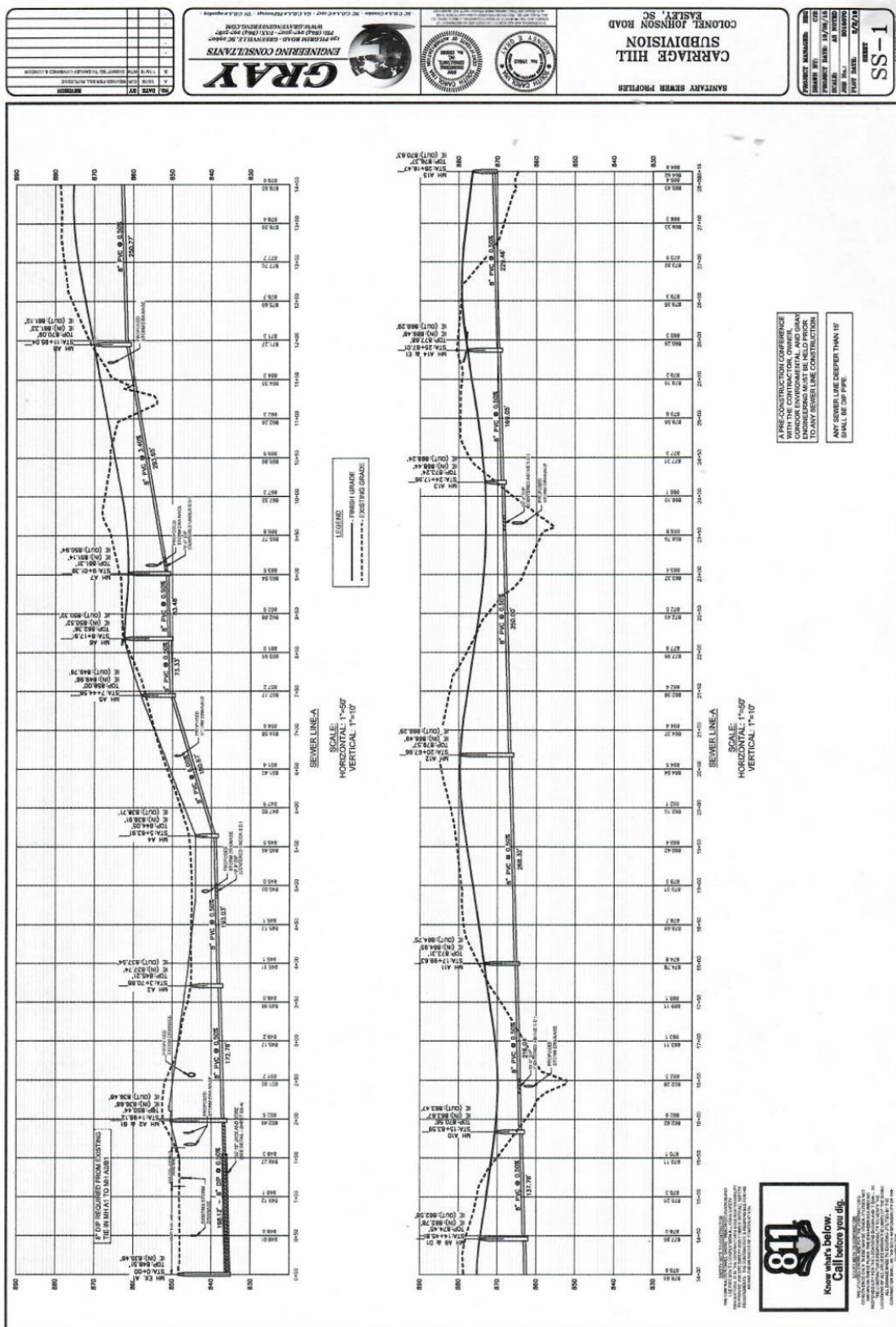


EXHIBIT C





CARRIAGE HILL SUBDIVISION
EASLEY, SC

PROJECT MANAGER: J. L. BRYAN
DRAWN BY: J. L. BRYAN
CHECKED BY: J. L. BRYAN
DATE: 10/15/10
SHEET: 18-SS-2

LEGEND
—— PROPOSED
----- EXISTING GRADE

SCALE:
HORIZONTAL: 1"=50'
VERTICAL: 1"=10'

SEWER LINE 12"
SCALE: HORIZONTAL: 1"=50' VERTICAL: 1"=10'

MANHOLE DATA:

Manhole	Station	Elevation (ft)	Notes
MH 01	10+00	920.00	Existing
MH 02	10+25	925.00	Existing
MH 03	10+50	930.00	Existing
MH 04	10+75	935.00	Existing
MH 05	11+00	940.00	Existing
MH 06	11+25	945.00	Existing
MH 07	11+50	950.00	Existing
MH 08	11+75	955.00	Existing

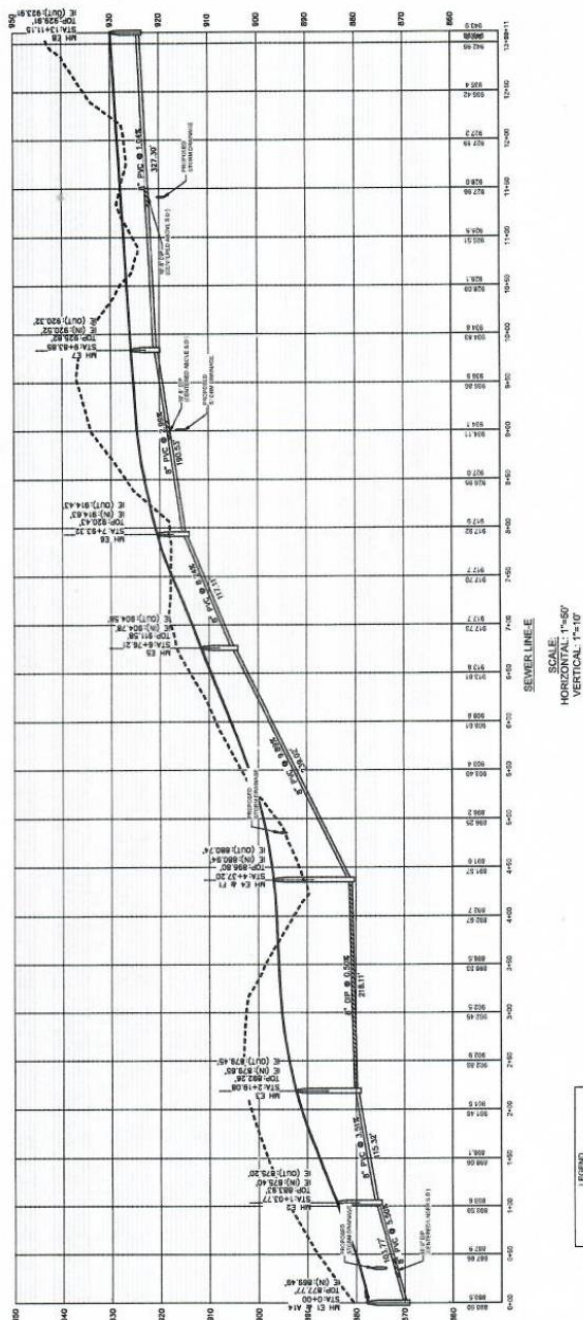
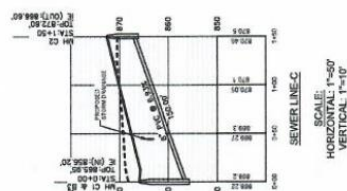
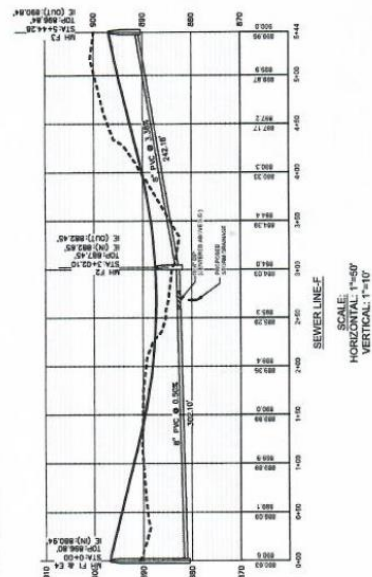
PROPOSED SEWER LINE DATA:

Station	Elevation (ft)	Notes
10+00	920.00	Start of proposed line
10+25	925.00	Proposed line
10+50	930.00	Proposed line
10+75	935.00	Proposed line
11+00	940.00	Proposed line
11+25	945.00	Proposed line
11+50	950.00	Proposed line
11+75	955.00	Proposed line

SANITARY SEWER PROFILES
CARRIAGE HILL
SUBDIVISION
COLONEL JOHNSON ROAD
EASTLEY, SC



GRAY
ENGINEERING CONSULTANTS

[illegible]

LEGEND
 ——— FINISH GRADE
 - - - - - EXISTING GRADE



[illegible]

EXHIBIT D

Wastewater Construction Permit Bureau of Water



PROJECT NAME: CARRIAGE HILL	COUNTY: ANDERSON
LOCATION: Near the intersection of Colonel Johnson Rd and Armstead Ln	

PERMISSION IS HEREBY GRANTED TO: CASLAN CAPITAL INC
101 LOVETT DR
GREENVILLE SC 29607-6510

for the construction of a sanitary sewer system in accordance with the construction plans, specifications, design calculations and the Construction Permit Application signed by Rodney Gray, Registered Professional Engineer, S.C. Registration Number: 19812.

PROJECT DESCRIPTION: Approximately 2275 LF of 8" gravity sewer and 13 manholes to serve 30 residential lots.

TREATMENT FACILITY: The wastewater will be discharged to the EASLEY COMBINED UTILITIES (NPDES permit SC0039853) at a design flow rate of 9000 gallons per day (GPD).

STANDARD CONDITION:

NOTE: In accepting this permit, the owner agrees to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection. This is a permit for construction only and does not constitute DHEC approval, temporary or otherwise, to place the system in operation. An Approval to Place in Operation is required and can be obtained following the completion of construction by contacting the ANDERSON EQC OFFICE at 864-260-5569. Additional permits may be required prior to construction (e.g., Stormwater).

SPECIAL CONDITIONS:

1. All construction/materials for this project must conform to the Standard Specifications for GRAY ENGINEERING CONSULTANTS INC.

PERMIT NUMBER:	41439-WW
ISSUANCE DATE:	November 26, 2018
EXPIRATION DATES:	Construction must be completed and the Approval to Place in Operation granted prior to November 26, 2021 or this permit will expire.

Douglas B. Kinard, P.E., Director
Drinking Water Protection Division

GBA

Bureau of Water, DHEC, 2600 Bull Street, Columbia, SC 29201

EXHIBIT E



GRAY
ENGINEERING CONSULTANTS

12/2/2019

Condor Environmental
211 Randall Street
Greer, SC 29651
Attn: Mr. Andre Mathis

Re: Carriage Hill Subdivision – Phase 1
Engineer's Sanitary Sewer Certification Letter
SCDHEC Construction Permit No. 41439-WW
GEC # 2015070

Dear Mr. Mathis:

I certify that the sewer system for the above referenced project (41439-WW) has been constructed per the approved plans and specifications, to the best of my knowledge and belief. This certification is based on periodic observations of construction and a final inspection for design compliance by me or a representative of this office who is under my supervision. We are requesting approval for the all of the gravity sanitary sewer system. The sanitary sewer system consists of 12 new manholes and 2,193 linear feet of 8" gravity line segments partial A, B and all of C. This will serve 30 single family homes Lots 1-9 56-70, and 103-106.

Enclosed for your records are 3 copies of the record drawings, all test results (Mandrel, Low Pressure Air and Vacuum Tests). Could you please issue a Own, Maintain and Operate letter for the above mentioned sanitary sewer system ?

If you have any questions, please contact me at (864) 297-3027. Thank you for your cooperation in this matter.

Sincerely,

Rodney E. Gray, P.E.
President/Project Manager
Gray Engineering Consultants, Inc.

132 Pilgrim Road
Greenville, SC 29607

Office: (864) 297-3027
Fax: (864) 297-5187

EXHIBIT F



WASTEWATER

FINAL APPROVAL TO PLACE INTO OPERATION

ISSUED TO: Caslan Capital Inc
101 Lovett Dr
Greenville, SC 29607-6510

for the operation of a wastewater treatment/collection system permitted under construction permit 41439-WW, dated November 26, 2018 as described below

PROJECT NAME: Carriage Hill

COUNTY: Anderson

PROJECT DESCRIPTION: Approval to operate for 2193 LF of 8" gravity sewer (Segments of Line A, B and all of D), 12 new manholes and all related appurtenances to serve lots 1-9, 56-70, and 103-106.

PERMITTED FLOW: 9000 gallons per day

WWTP: Easley Combined Utilities (NPDES # SC0039853)

SPECIAL CONDITIONS: None

This approval is based on the Engineer's letter of certification signed on January 10, 2020 by Rodney E. Gray, P.E., South Carolina Registration No. 19812.


Joseph Clinton, Regional Engineer Associate
Upstate Region BEHS Anderson

DATE ISSUED: 1/17/2020

cc: Bureau of Water Permitting File
Chris Przirembel (email)

EXHIBIT G

STATE OF SOUTH CAROLINA)
)
COUNTY OF SALUDA)

ONSITE WASTEWATER SYSTEM AGREEMENT

THIS ONSITE WASTEWATER SYSTEM AGREEMENT (this "Agreement") is made and entered into on this 24th day of JUNE, 2020, by and among PALMETTO POINTE DEVELOPMENT COMPANY, LLC, a South Carolina Limited Liability Company (the "Developer"); PALMETTO POINTE COMMUNITY ASSOCIATION, INC. a South Carolina nonprofit corporation (the "Association"); and CONDOR ENVIRONMENTAL, INC. a South Carolina Corporation ("Condor").

WITNESSETH:

WHEREAS, Developer is the owner of or is duly authorized to act on behalf of the owners of certain real estate located off of Longview Drive near Mt. Willing Road in Saluda County, South Carolina; and

WHEREAS, Developer is developing Palmetto Pointe Subdivision as a residential subdivision (the "Premises") which will consist of up to 99 single family houses of which up to 48 lots may use the Onsite Wastewater System (hereinafter defined), when completed and which lots are listed on Exhibit "A" attached hereto, (the "Served Lots"); and

WHEREAS, the Association is the governing association for the Palmetto Pointe Subdivision, and has been organized pursuant to that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Palmetto Pointe (the "Declaration"), dated October 28, 2019, recorded in the Office of the Register of Deeds of Saluda County, in Deed Book 1240, Page 128; and

WHEREAS, Condor is a public utility engaged in the business of furnishing sewer services to the public in the State of South Carolina; and

WHEREAS, the Premises will be serviced by an Onsite Wastewater System which will include up to 48 individual lot septic tanks and pump tanks with four 2-inch PVC force mains pumping to up to four common drain field areas; and

WHEREAS, Developer has conducted tests which determined that certain of the lots may not need to use the Onsite Wastewater System and that one of the drain fields may not be necessary and the Developer desires to retain the right to remove these lots and drain field from the Onsite Wastewater System; and

WHEREAS, Condor has agreed to assume the ownership, operation and maintenance responsibility for the force mains and an easement to use up to four common drain field areas

located on the Premises that will be granted to Condor by the Developer in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing promises and the mutual covenants of the parties herein set forth, the parties hereto hereby agree as follows:

1. COMPLETION OF ONSITE WASTEWATER SYSTEM. The Developer shall construct and install all necessary wastewater collection, treatment, and disposal facilities to serve the Served Lots, including but not limited to pumping systems, force mains, wastewater treatment, drain fields and disposal equipment, and other facilities as are reasonably required to provide adequate wastewater services, which are shown on the Plans attached hereto as Exhibit B (the "Onsite Wastewater System"). The Served Lot Owner shall construct and install all necessary residential STEP systems and residential septic lines that are to be connected onto the Onsite Wastewater System, in accordance with the Plans attached hereto as Exhibit B. The Served Lot Owner shall bear all cost of the STEP System, including the septic tank, and for connecting to the Onsite Wastewater System. The installation of the Onsite Wastewater System and the residential STEP systems and the connection of the residential STEP systems to the Onsite Wastewater System shall be performed by Rikard Enterprises, LLC or another contractor approved by Condor. The Developer may remove some of the lots and one of the drain fields from the Onsite Wastewater System prior to completion of the Onsite Wastewater System. The Onsite Wastewater System shall be constructed and installed without cost or expense to Condor in accordance with applicable standards, requirements, rules and regulations of all governmental bodies and regulatory agencies which may have jurisdiction. Developer shall obtain, with cooperation from Condor as needed, all requisite permits and other approvals required to construct the Onsite Wastewater System.

Should the South Carolina Department of Health and Environmental Control ("SCDHEC") require a Financial Assurance to authorize the construction of the Onsite Wastewater System, Developer agrees to fund and maintain said account in accordance with all SCDHEC regulations, until the Onsite Wastewater System is transferred to Condor. At no time will Condor assume responsibility for funding said account. The Developer shall have no obligation to maintain such Financial Assurance after transfer the Onsite Wastewater System to Condor and the Association will have no obligation to fund or maintain such Financial Assurance.

2. CONVEYANCE OF ONSITE WASTEWATER SYSTEM. The Onsite Wastewater System installed by Developer pursuant to this Agreement shall become the property of Condor as installed, with the exception of the drain fields, residential sewage drain lines, residential STEP systems, and the residential service lines. Developer shall execute a quitclaim deed to the force main improvements and shall execute licenses and other documents reasonably requested by Condor as necessary or desirable in its opinion to ensure its ownership of, ready

access to, and operation and maintenance of the Onsite Wastewater System and shall grant a perpetual, assignable, commercial easement, reasonably satisfactory to Condor, over the roads in the Subdivision authorizing Condor to own, operate and maintain the Onsite Wastewater System throughout the Premises and providing reasonably adequate rights of access and working space for such purposes. Condor shall maintain the Onsite Wastewater System in a good working order and the Condor shall maintain the drain fields system, drain tiles, rocks and pipes under the grass and/or grass in good working order and repair, in accordance with Section 3 hereof, at all times. The quitclaim shall be subject to the Declaration. The quitclaim shall also be subject to the rights and requirements of Saluda County for the use of the roads in the Subdivision. The Developer shall furnish Condor with lien waivers from all suppliers, subcontractors and all others who furnish labor, equipment, materials, or rentals, or who perform any services in connection with the Onsite Wastewater System. Developer shall, upon transfer to Condor of the Onsite Wastewater System, provide to Condor as-built drawings, and all other information reasonably required to operate, maintain, and repair the Onsite Wastewater System.

The Association shall retain ownership of the Common Area where the drain fields are located and shall grant a perpetual, assignable, commercial easement, satisfactory to Condor, across, over, under and through the Common Area where the pipes are located leading from the force main to the drain fields and where the drain fields are located in the Common Area for ingress, egress and regress to maintain, repair and replace the pipes and the drain fields as required to keep the Onsite Wastewater System in good working order. The easement shall be 12-1/2 feet in width on either side of the pipes and shall include the entire drain field areas and 15 feet around the drain fields. The Association shall also authorize Condor to own, operate and maintain the Onsite Wastewater System throughout these easement areas on the Common Area.

3. OPERATION OF ONSITE WASTEWATER SYSTEM. Upon installation of the Onsite Wastewater System and payment of fees as outlined in this Agreement, Condor agrees to operate and maintain the Onsite Wastewater System so that all houses on Served Lots within the Palmetto Pointe Subdivision shall receive continuous sanitary sewer service without interruption. The repair, maintenance and replacement responsibilities of Condor under this Agreement shall include the replacement of all parts of the force mains and drain fields system which shall become worn out or obsolete and the making of all capital repairs and replacements as shall be necessary in order for Condor to carry out its obligations under this Agreement without interruption.

It is anticipated that the wastewater collected from the Served Lots and delivered to the force mains consist only of wastewater of typical residential strength waste.

Condor shall operate and maintain the force mains and drain fields system so that the same will at all times comply with and fulfill all governmental laws, rules and regulations that shall be applicable to the operation and maintenance of the Onsite Wastewater System. Without limiting the generality of the forgoing, Condor shall comply with all policies and requirements of

the South Carolina Public Service Commission, South Carolina Department of Health and Environmental Control or other appropriate governmental agencies which may be applicable to the Onsite Wastewater System. Condor shall be solely responsible for the payment of all costs and expenses which it shall incur in connection with the carrying out of its duties and responsibilities under this Agreement, unless otherwise specified herein. Also, Condor shall repair and replace all grass and landscaping on the Common Areas, damaged by it or its contractors in maintaining, repairing or replacing the Onsite Wastewater System.

4. PAYMENT BY THE ASSOCIATION. The Developer and, after transfer of responsibilities, the Association, hereby agree that, in consideration for the performance by Condor of its duties and obligations under this Agreement, the Developer or the Association shall pay to Condor an amount of Eighteen Dollars (\$18.00) (the "Monthly Fee") per month per home, which payment begins for each home upon receipt of a Certificate of Occupancy by the Owner. A home that has a Certificate of Occupancy for any portion of a month shall be deemed to have a Certificate of Occupancy for the entire month. It is the responsibility of the Served Lot Owner or its builder to timely notify the Association and Condor of the issuance of a Certificate of Occupancy. Nothing herein shall limit the right of the Association to collect from the Served Lot Owners before the Monthly Fee payments begins or to collect an amount greater than the amount actually due Condor for the Served Lots.

Within ten (10) days after receipt of the operating permit for the Onsite Wastewater System, the Developer or the Association shall deliver to Condor a one-time payment in the amount of eighteen thousand dollars (\$18,000.00) as upfront payment to reimburse Condor's costs to include, but not limited to, all steps necessary to satisfy Condor of the condition of the Onsite Wastewater System and Condor's attorney fees associated with this Agreement.

The Association shall pay the Monthly Fee to Condor on or before the fifteenth (15th) business day after receipt of the monthly invoice for all the lots using the Onsite Wastewater System by means of a check made payable to Condor and mailed or otherwise delivered to the address herein below provided. In the event that the Association shall at any time fail to pay to Condor the Monthly Fee within thirty (30) days of the due date, Condor shall have the right to assess a delinquency charge of one and one-half percent (1.5%) of the Monthly Fee. Condor shall at all times be responsible for the continued performance of its duties and obligations under this Agreement. The invoices will be sent to the Association by regular US Mail address to the address set out in the Paragraph 6 below.

Upon no less than ninety (90) days prior notice to the Association and on or before October 1 of each year, Condor shall at any time have the right to increase the amount of the Monthly Fee for the following year commencing on the following January 1, in order to compensate Condor for any reasonable increase in the cost and expense to Condor of performing its responsibilities under this Agreement, provided that such increase shall be approved in advance by the South Carolina Public Service Commission and further provided that the increase

in the Monthly Fee shall not be increased by more than five (5%) percent in any twelve month period. Notwithstanding the forgoing, Condor shall not increase the amount of the Monthly Fee because of any fine or penalty assessed by any regulatory agency to Condor for any act or omission by Condor or for repairs or replacements to the Premises that are the result of the negligent or intentional acts or omissions of Condor.

5. ADDITIONAL OBLIGATIONS OF THE ASSOCIATION. The Developer, and upon transfer of the Onsite Wastewater System to Condor, the Association, will notify all Served Lots Owners of their obligation to repair and maintain the residential septic tanks and residential sewer lines. Additionally, the Developer or the Association shall notify the Served Lot Owners, through an amendment to the Declaration or such other notice to the Owners of the Served Lots as the Association shall determine, that the Served Lots' residential sewage drain lines, residential STEP systems, and the residential service lines shall comply with SCDHEC regulations for maintenance of their on-lot septic system, including but not limited to, pumping their septic tanks at least once every five (5) years; not flushing excessive contaminants or other deleterious substances; and not flushing items such as Swiffer rags, paper towels, and baby wipes or any other material which will clog their septic tanks. Additionally, the Developer, and upon transfer of the Onsite Wastewater System to Condor, the Association, agrees to maintain the appearance of the Common Area containing the drain fields system, which includes, but is not limited to, grass cutting, edging, bush hogging, or debris removal. It is also agreed that the drain fields system will be kept by the Association free of trees, structures, or other obstructions that may endanger the proper maintenance and operation of the Onsite Wastewater System.

6. NOTICES. Any notices which may be permitted or required under the terms and provisions of this Agreement shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time the same are received by the parties to whom the notices are sent. Such notices shall be deemed received upon hand delivery or by registered mail, return receipt, requested, postage prepaid to the parties at the following addresses or at such other address as a party shall notify the other parties in writing.

The following addresses or at such other address as a party shall notify the other parties in writing shall be used for the providing of any notices required or necessitated hereunder:

- (a) Palmetto Pointe Development Company, LLC
700 Huger Street, Suite 102
Columbia, South Carolina 29201
- (b) Palmetto Pointe Community Association, Inc.
4910 Trenholm Road, Suite C
Columbia, South Carolina 29206
- (c) Condor Environmental, Inc.

211 Randall Street
Greer, South Carolina 29651

7. TERM. The term of this Agreement shall commence on the date on which this Agreement shall be executed by all parties hereto and shall continue in full force and effect until such time, if any, as Condor shall have transferred and conveyed the force mains and the easement for the drain fields to a governmental subdivision of the State of South Carolina which shall have all power and authority necessary to operate and maintain the Onsite Wastewater System and shall have agreed with the Association to do so. Upon the acceptance of said transfer and conveyance by such a governmental authority, Condor shall be automatically released from all further duties or obligations under the terms of this Agreement.

In addition to the above, this Agreement may terminate in the following ways:

- (a) This Agreement will terminate if the Operation Permit for the Onsite Wastewater System is revoked and all appeals of the revocation are exhausted or time for taking any appeal has passed.
- (b) This Agreement will terminate if a public entity agrees to assume the operation of the Onsite Wastewater System.
- (c) If the Onsite Wastewater System is replaced by a gravity sewer line, the Agreement shall terminate effective upon the date that the gravity sewer line is placed into operation. In such case, Condor will not be responsible for any costs associated with tying into the gravity sewer system and the closure of the Onsite Wastewater System.
- (d) Subject to and without limiting paragraph 3 above, if Condor were to default on its responsibilities under this Agreement, to the point that further performance under this Agreement is impracticable or unacceptable, or, if Condor were to go out of business, this Agreement will terminate. If Condor defaults, the Association is responsible for selecting a qualified private utility to substitute for Condor. Once a qualified private utility is selected by the Association and approved by the SCDHEC, Condor agrees to immediately transfer and convey the Onsite Wastewater System and the easement for the drain fields to said utility at the direction of the Association and SCDHEC. In addition to any other remedy at law or in equity, if Condor should fail to perform its duties hereunder, after reasonable notice and right to cure to Condor, the Association shall have all rights it has against any Owner in the Subdivision as set out in the Remedies Section of the Declaration; and shall also have the right to offset, against any sums due to Condor, its loss, cost and attorneys' fees incurred as a result of such breach.
- (e) Condor may terminate the Agreement upon ninety (90) days prior written notice to the Association, provided that prior to termination Condor has identified for the Association and the Association has selected a successor

entity that is properly qualified and licensed to enter into an Agreement substantially similar to this Agreement or into an agreement reasonably satisfactory to the Association to operate the Onsite Wastewater System. Condor shall at all times be responsible for the continued performance of its duties and obligations under this Agreement until the successor entity has assumed the obligations under this Agreement. Upon approval of a successor by SCDHEC, Condor agrees to immediately transfer and convey the force mains and the easement for the drain fields to the designated successor entity.

- (f) The Association also may terminate the Agreement upon thirty (30) days prior written notice to Condor, if inadequate or improper operation or maintenance of the Onsite Wastewater System by Condor causes any of the following conditions: (i) an interruption of service, (ii) a sewage backup, or (iii) a sewage overflow out of one or more of the force mains; and any such condition or combination of conditions occurs more than two times during any rolling twelve (12) month period. However, any occurrence of any of the prior described conditions, caused by an Act of God or by some third party not under the control of Condor, is excused, so long as Condor uses its best efforts to remedy this condition and restore normal sewer service. In the event Condor causes two failure conditions during a twelve-month period or otherwise fails to comply with the requirements of this paragraph, the Association has the option, but not the obligation, to require Condor to promptly deed the Onsite Wastewater System and the assign the easement for drain fields to a proper successor as selected by the Association and approved by SCDHEC.

8. APPLICATION OF LAWS. This Agreement is governed by the laws of South Carolina.

9. INSURANCE. For the duration of this Agreement, Condor shall keep in full force and effect a policy or policies of public liability, personal and property damage insurance as will protect Condor from the types of claims which may arise out of or result from Condor's activities under this Agreement and for which Condor may be legally liable.

10. ASSIGNMENT. Condor may not assign this Agreement to any other party without the express written consent of the Association, its successors or assigns, and the South Carolina Department of Health and Environmental Control. The Association may assign this Agreement to any entity upon written notice to Condor, its successors or assigns.

11. SEVERABILITY. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those in respect to which the determination of invalidity or unenforceability was made, will not be

affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

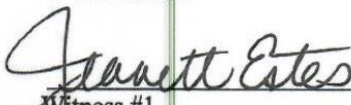
12. CAPTIONS. The captions of the sections of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

13. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

14. ENTIRE AGREEMENT. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter, and may be amended only by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESSES:


Witness #1


Witness #2

PALMETTO POINTE DEVELOPMENT
COMPANY, LLC (Seal)

By: 

Its: 

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)

ACKNOWLEDGMENT

I, Kelly Kreckley, Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatory for Palmetto Pointe Development Company, LLC, a limited liability company organized and existing under the laws of South Carolina, personally appeared before me this day and acknowledged the due execution and sealing of the foregoing instrument on behalf of the Palmetto Pointe Development Company, LLC.

Sworn and subscribed before me this 24th day of June 2020.

 (SEAL)

Notary Public for South Carolina

My Commission Expires: 8/20/2025

WITNESSES:

Glennett Estes
Witness #1
[Signature]
Witness #2

PALMETTO POINTE COMMUNITY
ASSOCIATION, INC. (Seal)

By: [Signature]

Its: [Signature]

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)

ACKNOWLEDGMENT

I, Kelly Klockey, Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatory for Palmetto Pointe Community Association, Inc., a nonprofit corporation organized and existing under the laws of South Carolina, personally appeared before me this day and acknowledged the due execution and sealing of the foregoing instrument on behalf of the Palmetto Pointe Community Association, Inc.

Sworn and subscribed before me this 24th day of June 2020.

[Signature] (SEAL)

Notary Public for South Carolina

My Commission Expires: 8/20/2025

WITNESSES:

Witness #1

Witness #2

CONDOR ENVIRONMENTAL, INC. (Seal)

By:

Its:

STATE OF SOUTH CAROLINA)

COUNTY OF Greenville)

ACKNOWLEDGMENT

I, Daniel Trammel, Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatory for Condor Environmental, Inc., a corporation organized and existing under the laws of South Carolina, personally appeared before me this day and acknowledged the due execution and sealing of the foregoing instrument on behalf of the Condor Environmental, Inc.

Sworn and subscribed before me this 26 day of June 2020.

Notary Public for South Carolina

My Commission Expires: 1-5-2027



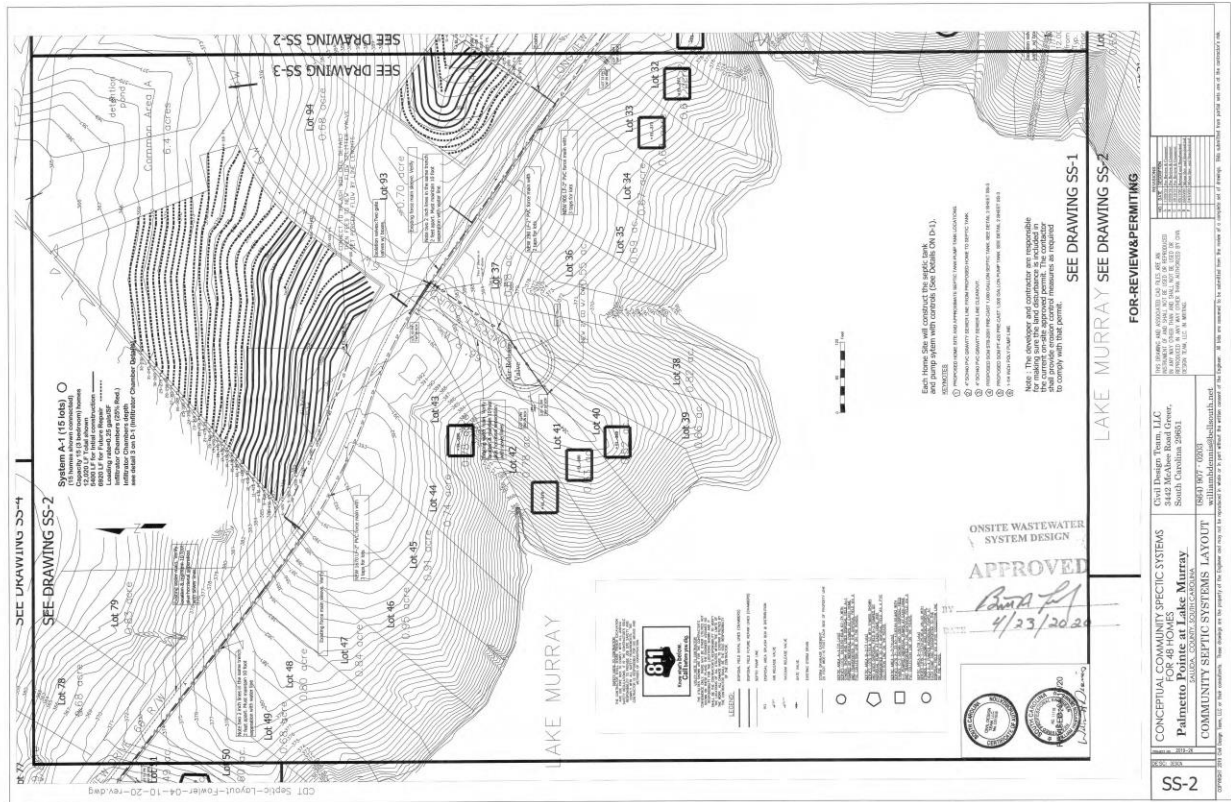
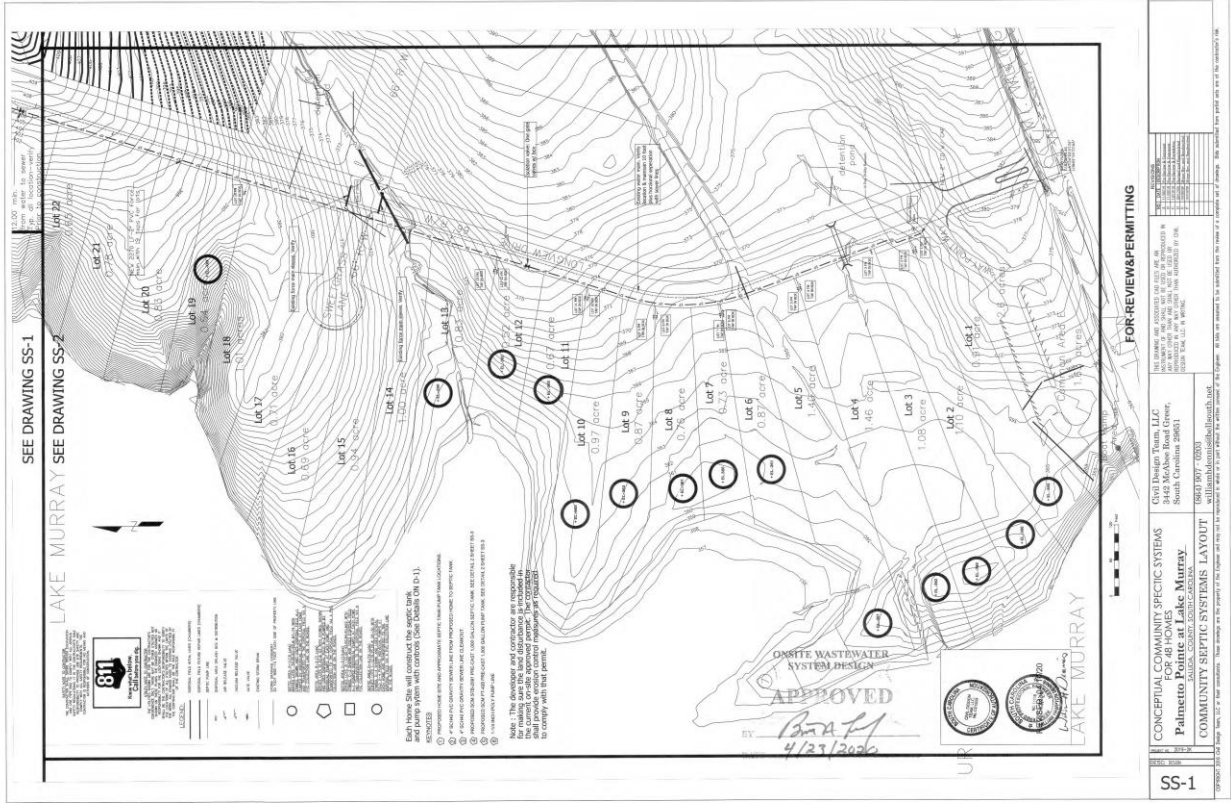
EXHIBIT H

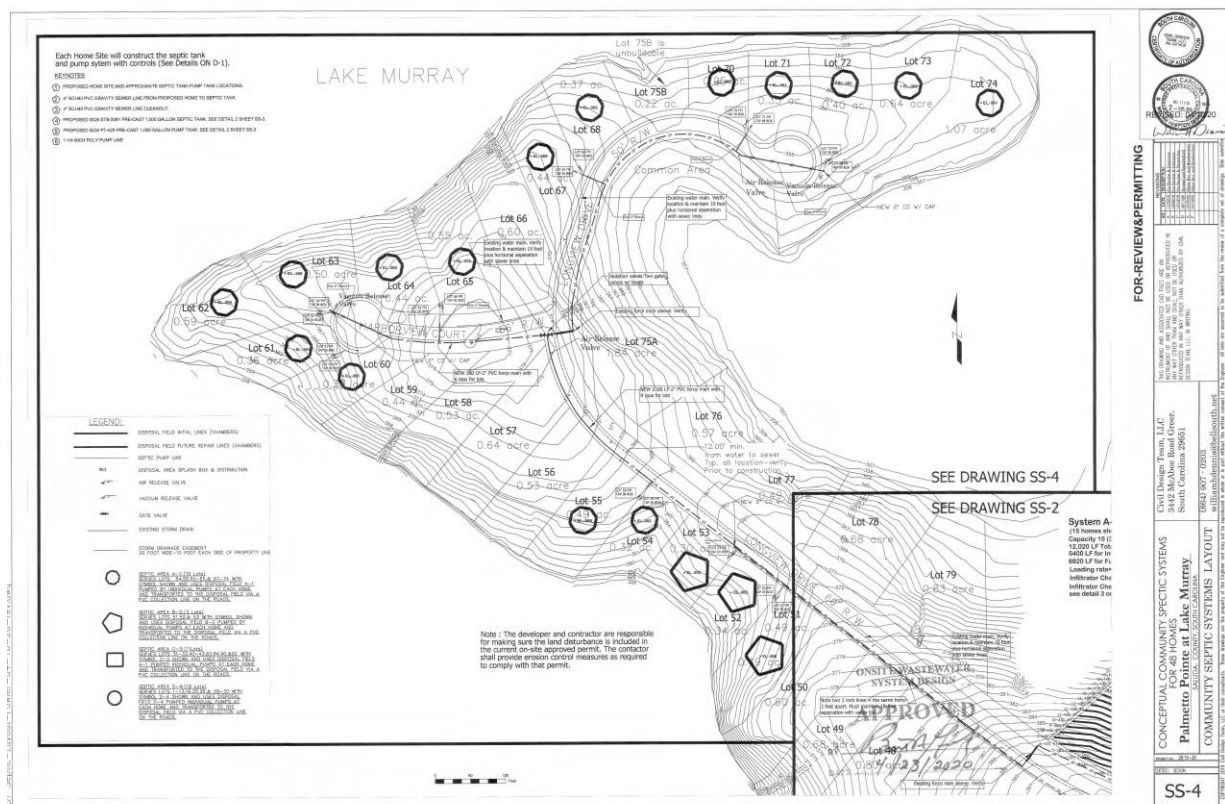
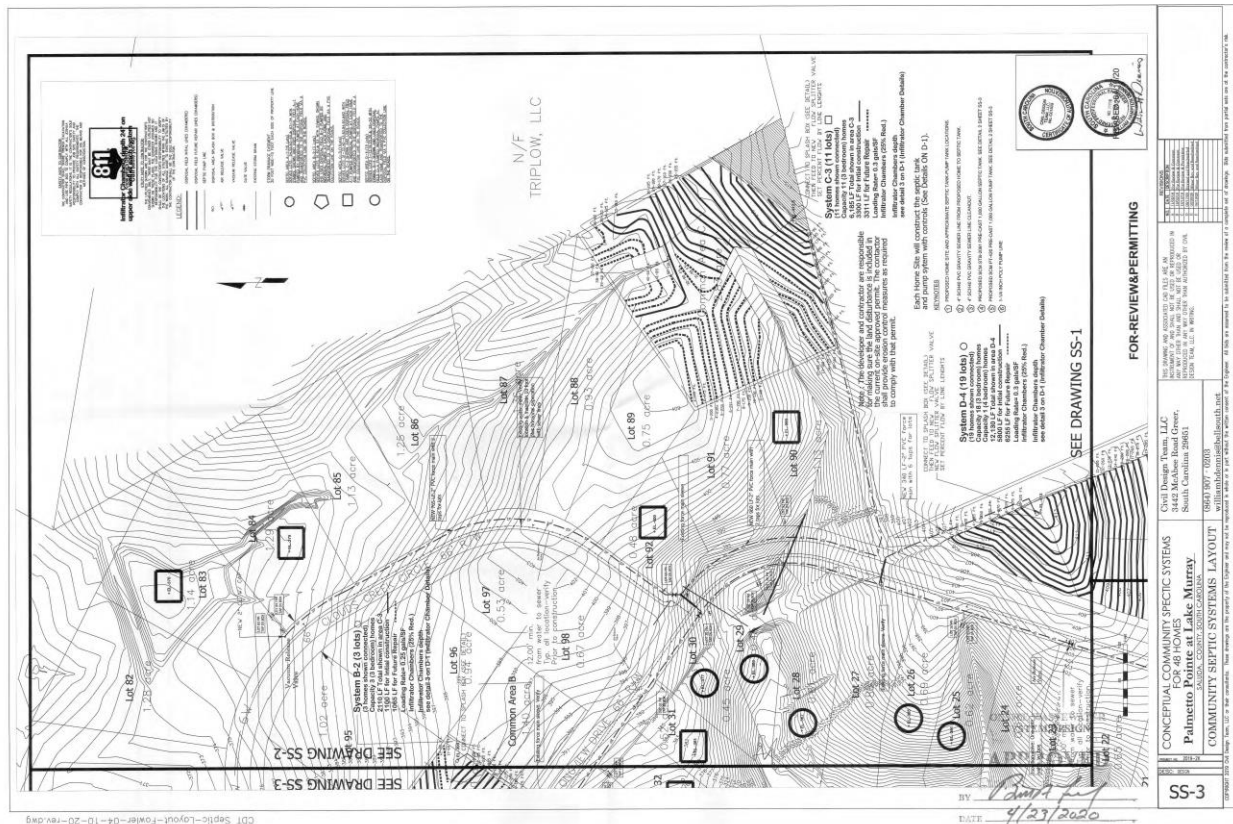
Palmetto Point Community Septic Systems
Four Sysystems for 48 LOTS
 (See Lots served on plans and notes)
SALUDA COUNTY, SOUTH CAROLINA

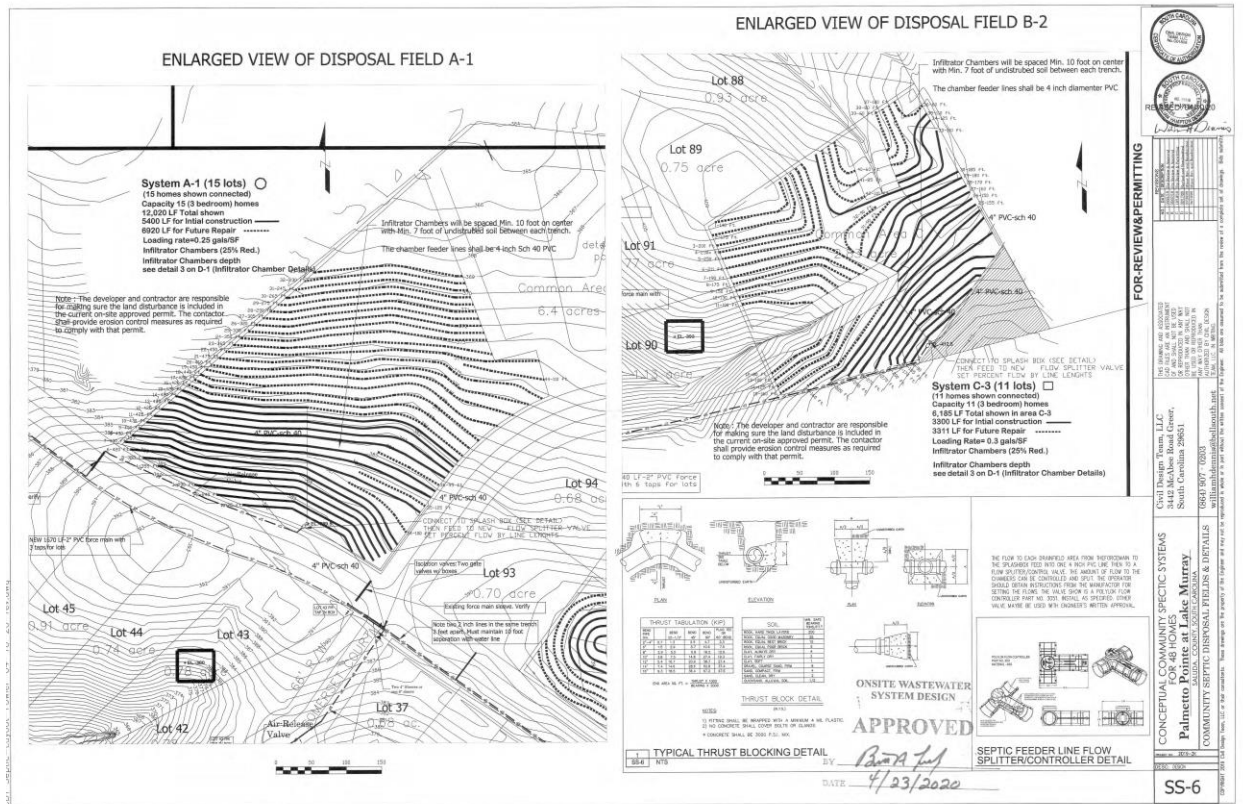
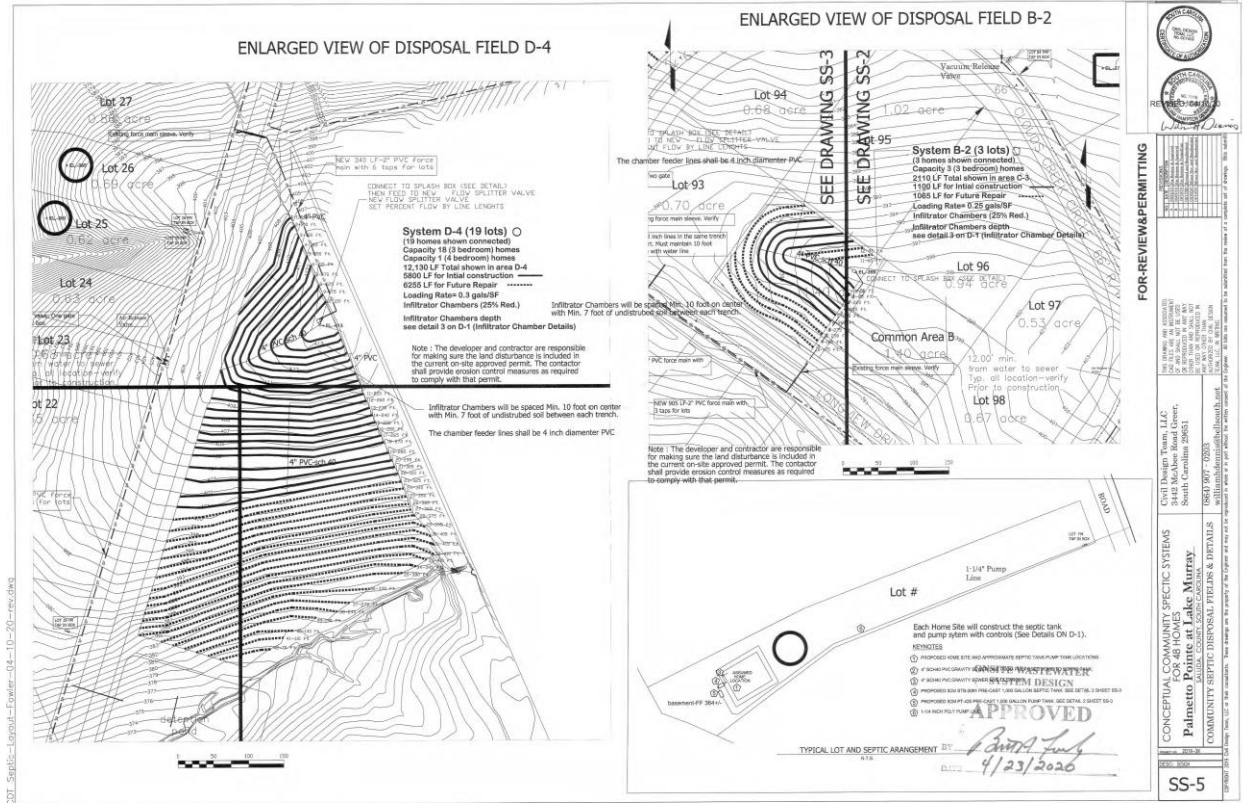
PROJECT: LOT 47, 48, 49 AND 50, 51 AND 52, 53 AND 54, 55 AND 56, 57 AND 58, 59 AND 60, 61 AND 62, 63 AND 64, 65 AND 66, 67 AND 68, 69 AND 70, 71 AND 72, 73 AND 74, 75 AND 76, 77 AND 78, 79 AND 80, 81 AND 82, 83 AND 84, 85 AND 86, 87 AND 88, 89 AND 90, 91 AND 92, 93 AND 94, 95 AND 96, 97 AND 98, 99 AND 100, 101 AND 102, 103 AND 104, 105 AND 106, 107 AND 108, 109 AND 110, 111 AND 112, 113 AND 114, 115 AND 116, 117 AND 118, 119 AND 120, 121 AND 122, 123 AND 124, 125 AND 126, 127 AND 128, 129 AND 130, 131 AND 132, 133 AND 134, 135 AND 136, 137 AND 138, 139 AND 140, 141 AND 142, 143 AND 144, 145 AND 146, 147 AND 148, 149 AND 150, 151 AND 152, 153 AND 154, 155 AND 156, 157 AND 158, 159 AND 160, 161 AND 162, 163 AND 164, 165 AND 166, 167 AND 168, 169 AND 170, 171 AND 172, 173 AND 174, 175 AND 176, 177 AND 178, 179 AND 180, 181 AND 182, 183 AND 184, 185 AND 186, 187 AND 188, 189 AND 190, 191 AND 192, 193 AND 194, 195 AND 196, 197 AND 198, 199 AND 200, 201 AND 202, 203 AND 204, 205 AND 206, 207 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EXHIBIT I







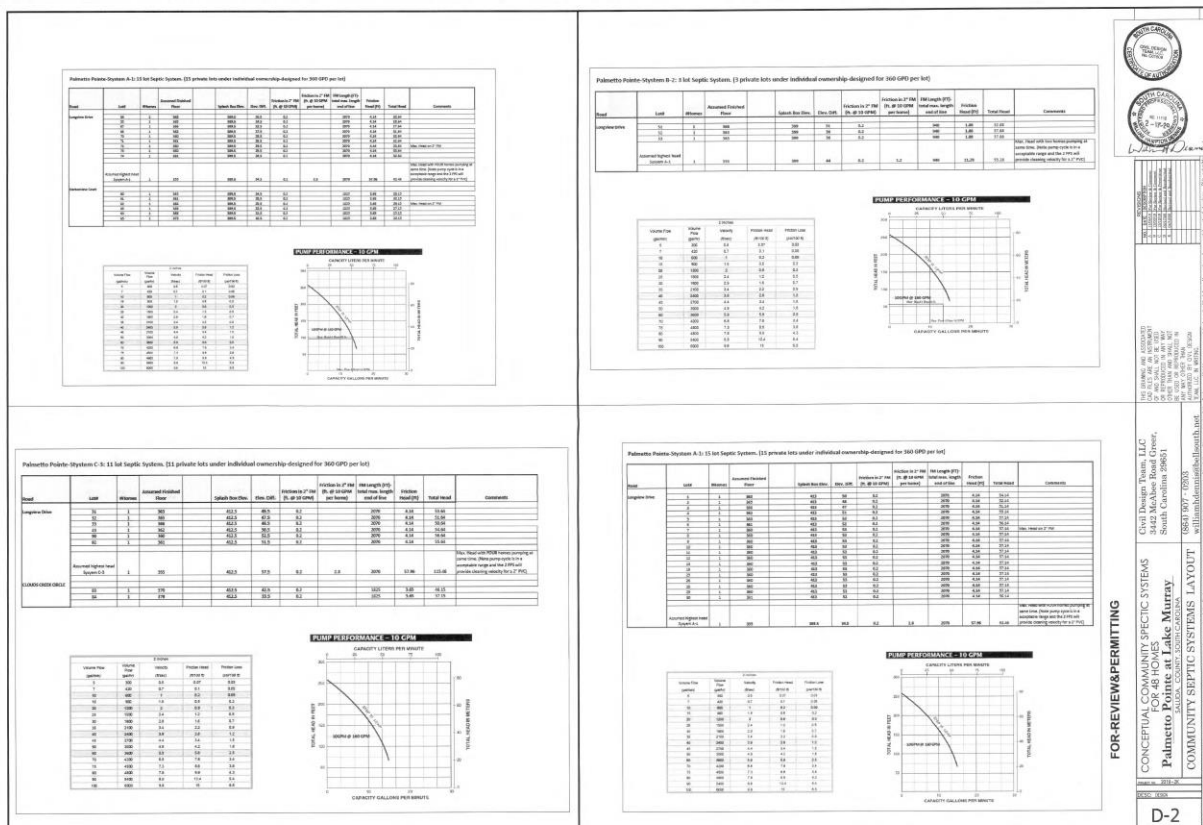
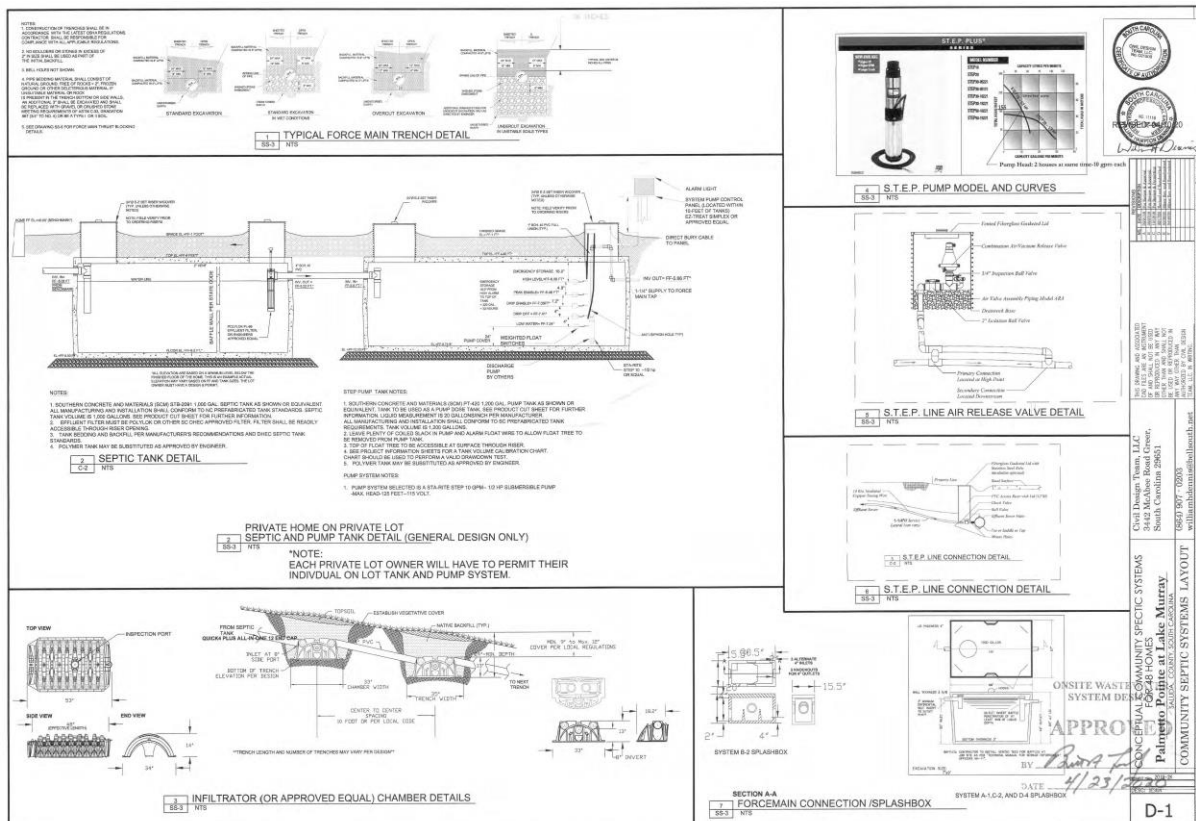


EXHIBIT J

Wastewater Construction Permit

Bureau of Water



PROJECT NAME: Palmetto Pointe Subdivision - 48 Lot Common Septic System	COUNTY: Saluda
LOCATION: Saluda County - Prosperity Hwy - Right on Mt. Willing Road to subdivision on Right just before the bridge, Leesville, SC 29070	

PERMISSION IS HEREBY GRANTED TO: Dean Sinatra
181 Clubhouse Way
Zion Crossroads, VA 22942

For the construction of a new community wastewater system in accordance with the construction plans, specifications, design calculations and the Construction Permit Application signed by William Dennis, Registered Professional Engineer, S.C. Registration Number: 11116.

PROJECT DESCRIPTION:

48 individual lot septic tanks and pump tanks with 4-2 inch PVC forcemains with a total of 9,757 feet pumping to 4 common drain field areas in 4 different common areas with a total of 10,200 feet of disposal lines.

TREATMENT FACILITY:

The wastewater will be discharged to the community wastewater system at a design flow rate of 17,400 gallons per day (GPD).

STANDARD CONDITION:

In accepting this permit, the owner agrees to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection. This is a permit for construction only and does not constitute DHEC approval, temporary or otherwise, to place the system in operation. An Approval to Place in Operation is required and can be obtained following the completion of construction by contacting the Midlands EA Aiken at (803) 642-1637. Additional permits may be required prior to construction (e.g., Stormwater).

SPECIAL CONDITIONS:

See Page 2

PERMIT NUMBER:	WW042393
ISSUANCE DATE:	April 23, 2020
EXPIRATION DATE:	Construction must be completed and the Approval to Place in Operation granted prior to April 23, 2023 or this permit will expire.

AJE

Shawn M. Clarke, P.E., Director
Water Facilities Permitting Division

Bureau of Water, DHEC, 2600 Bull Street, Columbia, SC 29201

1. This project is known as the Palmetto Pointe Subdivision and is located in Saluda County. All the conditions outlined in the "Palmetto Pointe Community Association, Inc. Financial Assurances and Emergency Response Agreement" are incorporated into this permit by reference and shall be complied with for the life of the project. A maximum of forty-eight (48) lots are permitted and the total number of bedrooms is limited to one hundred forty-five (145). No additional units may be connected to this system.
2. The Owner shall limit the development of the forty-eight (48) homes attached to the community systems to the one hundred forty-five (145) bedrooms on the following lots:
 - a. Lots 1 – 13, 19, 25 – 26, 28 – 30 (Community System D)
 - b. Lots 31 – 33, 40 – 43, 83 – 84, 90, 92 (Community System C)
 - c. Lots 51 – 53 (Community System B)
 - d. Lots 54 – 55, 60 – 65, 67 – 68, 70 – 74 (Community System A)
 - e. All homes attached to the community wastewater systems are limited to three (3) bedrooms, except for the home developed on Lot 26, which is limited to four (4) bedrooms.
3. Prior to occupancy of the project, the Owner will provide the Financial Assurance as described in the "Palmetto Pointe Community Association, Inc. Financial Assurances and Emergency Response Agreement."
4. The Owner will provide the Department annually or upon written request a summary of the number of units connected to the Onsite Wastewater System, and verification of the contractor responsible for the operation and maintenance of the system.
5. To verify that all units have been pumped at least once in 5 years, the Owner will provide the Department a report on the septage pumping of each unit beginning 5 years from the issuance of the permit and continuing every 5 years thereafter.
6. Under the provisions of Regulation 61-9, which apply to this project, the Owner, contractor, or its assigns, shall report any non-compliance with provisions specified in this permit, which may endanger public health or the environment. The Owner or contractor shall notify the Department orally within 24 hours of becoming aware of such conditions. During normal working hours, the Midlands BEHS Aiken office should be notified at (803) 642-1637. After-hour reporting should be made to the 24-Hour Emergency Response telephone number at 1-888-481-0125. The Owner or contractor shall provide the following information to the Department in writing within five (5) days of becoming aware of such conditions:
 - a. A description of the discharge and cause of non-compliance; and
 - b. The period on non-compliance, including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps being taken to reduce, eliminate and prevent recurrence of the non-compliance. The Owner shall at all times properly operate and maintain all

Bureau of Water, DHEC, 2600 Bull Street, Columbia, SC 29201

facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Owner to achieve compliance with the conditions of this permit.

7. Failure to abide by the Financial Assurances and Emergency Response Agreement may result in the revocation of the SCDHEC permits to operate, or approvals to place in operation, requiring the system to be taken out of operation. Any occupancy of a unit after the system has been taken out of operation will be considered a violation of Regulation 61-56. The Department may take action to have utilities to the units terminated.
8. Nothing in the Financial Assurances and Emergency Response Agreement shall be construed to limit any authority of SCDHEC to issue any orders to take any other actions, which it deems necessary to protect the environment or the public health and safety, or to compel compliance with the environmental laws of this State. Failure of the Owner to comply with the Financial Assurances and Emergency Response Agreement shall be subject to enforcement actions in accordance with the Department's authority under the Pollution Control Act, S.C. Code Ann. §§48-1-10 through 350, including but not limited to the assessment of civil penalties.

EXHIBIT K

STATEMENT OF TOTAL PLANT INVESTMENT	
Asset Description	Cost Basis
Manhole Covers	\$3,000
Signs	\$200
TOTAL PLANT INVESTMENT	\$3,200

EXHIBIT L

BASIS FOR DEPRECIATION CHARGES			
Description of Property	Original Cost	Life/Method	Annual Depreciation
Manhole Covers	\$3,000	S/L	\$0
Signs	\$200	S/L	\$0
TOTALS	\$3,200		\$0

EXHIBIT M

PROFORMA INCOME & EXPENSE STATEMENT

	Per Books Total Operations	Added Rates	Total of All Rates
REVENUES			
Services	\$297,347.00	\$24,768.00	\$322,115.00
Miscellaneous	\$0.00	\$0	\$0
Total Revenues	\$297,347.00	\$24,768.00	\$322,115.00
EXPENSES			
Salaries, Wages, Benefits	54,600.00	0.00	54,600.00
Utilities	40,643.00	9,600.00	50,243.00
Repairs & Maintenance	106,519.00	5,000.00	111,519.00
Insurance	5,353.00	0.00	5,353.00
Rent Expenses	12,700.00	0.00	12,700.00
Taxes - other than Income	1,461.00	0.00	1,461.00
Office & Related Expenses	6,988.00	100.00	7,088.00
Depreciation	4,761.00	0.00	4,761.00
Miscellaneous	740.00	1,000.00	1,740.00
Rate Case	0.00	4,000.00	4,000.00
Income Taxes	4,965.00	687.00	5,652.00
TOTAL EXPENSES	238,730.00	20,387.00	259,117.00
OPERATING INCOME (LOSSES)	\$58,617.00	\$4,381.00	\$62,998.00
OPERATING MARGIN (LOSSES)	19.71%	17.69%	19.56%

EXHIBIT N

Condor Environmental, Inc.

PO BOX 462
GREER, SC 29652

Invoice

Date	Invoice #
6/18/2020	4560

Bill To
Carriage Hill 101 Lovett Street Greenville, Sc 29607-6510

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
140	Monthly Operation, Maintenance of the WW Pump Station and Service Lines - July 2020 (140 Homes)	40.00	5,600.00
Please call Jason Weaver at 864-469-9715 if you have any questions.		Total	\$5,600.00

EXHIBIT O

SCHEDULE OF RATES AND CHARGES

CARRIAGE HILL

1. Monthly Charges

\$40 per house connected to the gravity sewer system

2. Nonrecurring Charges

A. Sewer Tap Inspection Fee for New Connections

\$300.00

3. Late Payment Charge

1.5% of the Monthly Charge

PALMETTO POINTE

1. Monthly Charges

\$18 per house connected to the STEP system

2. Late Payment Charge

1.5% of the Monthly Charge